

CONTRACT NUMBER: _____

AFFILIATION AGREEMENT

BETWEEN

UNIVERSITY OF HOUSTON - CLEAR LAKE
School of Human Sciences and Humanities
School Psychology Program
AND
School Board of Clay County, Florida

THIS AGREEMENT is effective as of the 1st day of August, 2008 ("the Effective Date"), by and between the University of Houston - Clear Lake graduate program in School Psychology ("UNIVERSITY"), which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at 2700 Bay Area Boulevard, Houston, Texas 77058, and **School Board of Clay County, Florida** ("FACILITY"), which is located at 900 Walnut Street, Green Cove Springs, Florida 32043. UNIVERSITY and FACILITY shall be known collectively as "the Parties" and singularly as "a Party" or "the Party." This Agreement incorporates by reference the attached addendum and expressly includes any additional terms and conditions stated in such addendum as if set out herein.

WHEREAS, the Parties seek to provide clinical and educational experiences to designated students ("Students") enrolled in the School Psychology program ("the Program") at UNIVERSITY; and

WHEREAS, it is agreed by the Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize the FACILITY for educational purposes.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES OF UNIVERSITY

UNIVERSITY shall fulfill the following terms, obligations, and covenants:

- (1) Inform FACILITY of the name, address, and phone number of a the Internship Coordinator who will be available to assist FACILITY personnel and Students of the Program and who will be responsible for maintaining ongoing contact with FACILITY's designated representative ("Field Supervisor");
- (2) As mutually agreed by FACILITY AND UNIVERSITY, develop, organize, and assist FACILITY in implementing and operating a Program that is suitable to each Student, including those who may be disabled;
- (3) Acquaint FACILITY's designated representative with methods, objectives, goals, and specifics of the Program;
- (4) Assign to FACILITY only Students who are academically qualified for clinical experience and provide FACILITY with information about the Student to the extent permitted by applicable law;
- (5) Assign only the number of Students mutually agreed upon by FACILITY and UNIVERSITY;
- (6) Notify FACILITY of the names and arrival dates of Students, as such dates are mutually agreed upon by FACILITY and UNIVERSITY;

- (7) Ensure that Students who participate in the Program provide proof of insurance coverage in minimum amounts that are acceptable to FACILITY.
- (8) Require Students to provide transportation to and from FACILITY, and appropriate supplies and uniforms, as applicable;
- (9) Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of FACILITY;
- (10) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all FACILITY matters, proceedings, and information, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement,
- (11) Upon notice to UNIVERSITY, inform FACILITY of any adverse circumstances to which FACILITY may be exposed because of the activities or health status, including the mental health status, of a Student,
- (12) Upon notice to UNIVERSITY, notify FACILITY of any complaint claim, investigation, or lawsuit involving a Student that is related to clinical and educational experiences provided under this Agreement,
- (13) Notify Students about their obligation to comply with FACILITY policies and procedures, state law, and OSHA bloodborn and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;
- (14) Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student

ARTICLE 11 OBLIGATIONS OF FACILITY

FACILITY shall fulfill the following terms, obligations, and covenants:

- (1) Provide necessary instruction by qualified supervisory personnel for prescribed clinical and educational experiences that will allow Students to participate in overall FACILITY programs, inservices, and activities, as appropriate and as agreed upon by both Parties;
- (2) Allow the Field Supervisor time to prepare for conferences with Students; to maintain scheduled conferences with Students; and to consult with the UNIVERSITY's representative,
- (3) Provide UNIVERSITY's designee with a performance appraisal for each Student in the form prescribed by UNIVERSITY;
- (4) Report unsatisfactory conduct or performance of a Student in a form prescribed by UNIVERSITY; and
- (5) Permit designated faculty members the right to counsel with and to observe Students at the FACILITY.

ARTICLE III OBLIGATIONS OF THE PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

- (1) Neither UNIVERSITY, Students, nor any UNIVERSITY personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint venturers of FACILITY, unless otherwise agreed upon by the relevant parties;
- (2) FACILITY is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students, unless otherwise agreed upon by the relevant parties;

- (3) Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another;
- (4) Without limitation of any provision set forth in this Agreement the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations; and
- (5) FACILITY shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, health status or for any other reason to participate in the Program.

ARTICLE IV TERM AND TERMINATION

- (1) This Agreement shall remain in effect from the Effective Date of the Agreement which is set forth in the first paragraph of this Agreement, until the 31st day of May, 2009, and shall automatically renew for additional terms of one (1) year, unless sooner terminated in accordance with applicable provisions of this Agreement.
- (2) Any breach of the covenants stated in Article I of this Agreement by UNIVERSITY or Article 11 by FACILITY shall be considered a material breach of this Agreement. In the event of a material breach, FACILITY or UNIVERSITY, as applicable, shall have the right to terminate this Agreement immediately.
- (3) Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement without cause after thirty (30) calendar days' written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training status will be allowed to complete the stipulated course of study.
- (4) FACILITY shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the health, safety, welfare of FACILITY's patients, clients, or personnel or to the orderly business function of FACILITY or for any other reason.

ARTICLE V GENERAL PROVISIONS

- (1) The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
- (2) This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.
- (3) Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

FACILITY: School Board of Clay County, Florida
900 Walnut Street
Green Cove Springs, Florida 32043

UNIVERSITY: UHCL
Senior Vice President & Provost
University of Houston - Clear Lake
2700 Bay Area Blvd
Houston, TX 77058

with a copy to:

Dean, School of Human Sciences and Humanities
University of Houston - Clear Lake
2700 Bay Area Blvd.
Houston, TX 77058

with a copy to:

Internship Coordinator
University of Houston - Clear Lake
2700 Bay Area Blvd.
Houston, Texas 77058

- (4) Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
- (5) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- (6) If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or UNIVERSITY or FACILITY policies, that part of the Agreement shall be reformed, after notice is given in accordance with Article V, Section 4 of this Agreement to the other Party and if such reformation is determined by the Parties to be reasonably possible, in order to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- (7) A waiver by either Party or the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- (8) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- (9) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement
- (10) Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- (11) The Parties shall comply with all applicable federal and state laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, disability, or handicap in employment or any condition of employment or in participation in the benefits of the services provided under this Agreement
- (12) This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of the Agreement.

School Board of Clay County, Florida:

UNIVERSITY OF HOUSTON-CLEAR LAKE:

BY: _____

BY: _____
Senior Vice President & Provost

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____
Dean, School of Human Sciences and
Humanities

TITLE: _____

DATE: _____

DATE: _____

**APPROVED AS TO FORM BY:
(AS MODIFIED) BY:
Valerie Coleman-Ferguson,
11-8-99**

(Signature on file)

**OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM**